DAN –

HERE IS SOME MATERIAL BEARING ON THE "ADMINISTRATIVE" ASPECTS OF THE SUBJECT OF INDIVIDUAL COMMITMENT WE DISCUSSED.

I DO *WANT* US TO TALK ABOUT WHAT I MIGHT DO TO HELP LEGISLATIVELY.

– Bill

DEFENSE INFORMATION SECURITY AGREEMENT

Employees and Consultants Engaged by Draper Laboratory

____
Date

I understand that the Massachusetts Institute of Technology has entered into certain contracts with the United States Government, under which the Institute agreed:

1) To be responsible for safeguarding all official information under the Institute's control which the Government has (a) designated as requiring protection in the interests of national defense and (b) classified as CONFIDENTIAL, SECRET or TOP SECRET. (NOTE: The Government agreed not to overclassify information since overclassification causes operational delays and depreciates the importance of correctly classified matter.)

2) To assure that an item of CONFIDENTIAL, SECRET or TOP SECRET official defense information is disclosed or furnished only to (a) the Institute's employees and subcontractors who require access to such information in the performance of tasks or services essential to the fulfillment of the contract involved, and (b) such other persons as may be designated by the Government.

3) To inform employees engaged in work involving access to official CONFIDENTIAL, SECRET or TOP SECRET defense information of their individual responsibilities for safeguarding such information.

In order that the Institute may fully carry out its obligations, and in consideration of my employment by the Institute, I hereby agree that I shall:

1) Adhere to the contractual requirements for safeguarding official CONFIDENTIAL, SECRET and TOP SECRET defense information to the extent that the Institute makes those requirements applicable to me in the performance of my duties, and shall not at any time communicate such defense information to any person except as authorized by the Institute.

2) Advise my immediate supervisor or such other individual as the Institute may designate if a question arises regarding (a) the authenticity of an assigned CONFIDENTIAL, SECRET or TOP SECRET classification or (b) the practicality of an assigned classification in relation to requirements for using or disseminating the information involved.

____
(Signature

WILLIAM G. FLORENCE, SECURITY CONSULTANT
708 6th Street, S.W.
Washington, D.C. 20024
14 December 1971

Subject: Report of Security Survey

To : Charles Stark Draper Laboratory
Massachusetts Institute of Technology
Cambridge, Massachusetts 02139

1. Purpose. This is a report of the survey which I have conducted to date of the Charles Stark Draper Laboratory implementation of Department of Defense contractual requirements for safeguarding classified defense information. It is submitted in response to Purchase Order Number IL-K-314980, 31 August 1971.

2. Scope:

a. Eighteen working days were used in making an extensive review of the Laboratory security policies and their practical application to Laboratory administration and operations. This included evaluating the effort devoted to assuring compliance with agreed security requirements.

b. Twenty three separate staff groups were visited.

c. Interviews were conducted with 81 individual employees to discuss and observe their adherence to established security requirements in the performance of contract work. Included were the Executive Officer, the three Deputy Directors, 10 Associate Directors, 34 other professional and supervisory personnel, and 33 clerical employees.

3. Findings:

a. The Laboratory security instructions and policies were in consonance with contractual security requirements as stated in current contract documents, including the Department of Defense Industrial Security Manual. But a high risk of security violations existed in the Laboratory and among its employees. This stemmed from -

(1) Provision of only a minimal organizational resource for coordinating Laboratory implementation of contractual security requirements and assisting in supervising their enforcement.

(2) Excessive use of security classification markings by Laboratory employees that were not prescribed by the Government. (Every unnecessary classification constitutes an unnecessary security risk for the Laboratory and each employee who handles and safeguards information. Additional comments are in Attachment 1.)

(3) Failure of staff offices to (a) dispose of documents bearing a classification marking after the need for them has passed, or (b) effect cancellation of outdated classifications on old documents which are needed.

(4) Inadequate orientation of supervisory personnel to assure

(a) limitation of security classifications to information specifically designated by responsible Government authority as requiring a classification of CONFIDENTIAL or SECRET, and (b) adherence to all contractual restrictions and procedures for reproducing, classifying, disseminating and safeguarding such official information as qualifies for a Government classification of CONFIDENTIAL or SECRET. (The over-abundance of classifications on material in use naturally resulted in technical violations of various rules, including storage procedures, reproduction and dissemination without advance approval, and transmission of documents by individual employees.)

(5) Absence of a program to inventory periodically the SECRET documents charged to custodians. (Inventories are not required by the Government, but the existence of large holdings of SECRET documents in various staff offices would seem to warrant checking on that material semi-annually.)

(6) The Laboratory's option not to record the destruction of CONFIDENTIAL documents. (This choice is permitted by the Government. However, the option involves considerable risk of the Laboratory being charged with having lost or subjected a CONFIDENTIAL document to compromise even though the copy or copies listed on Laboratory records as having been received had subsequently been destroyed. If CONFIDENTIAL material is important enough to be recorded upon receipt, the recording of its destruction is equally important.)

b. The practice of obtaining Government personnel security clearances for virtually all Laboratory employees constitutes a basis for more widespread dissemination of and access to CONFIDENTIAL and SECRET information than would exist if clearances were granted only for specific functional assignments. But before any change of policy could be made on an economical and practical basis, it would be necessary to eliminate non-essential classification of information and material.

c. Every employee who was interviewed was sympathetic toward the purpose of contractual security requirements despite the risk and the waste of effort resulting from unnecessary classification of information. However, the employer-employee relationship could be strengthened by adopting an agreement such as the draft "Defense Information Security Agreement" which I developed and submitted in September (Attachment 2). It would provide a reasonable and supportable basis for employee commitment to assist the Laboratory in carrying out its security obligations. There would be no misrepresentation of law as a threat against employees such as that which is reflected in current Government briefing statements.

4. Recommendations. In view of the Laboratory's dedication of effort to Government defense work, recommend that -

a. The Security Office be reconstituted as an organizational element reporting to the Vice President, with at least three employees fully qualified in the field of Government security. (Existing Laboratory administrative functions could be retained under the jurisdiction of the Executive Officer, including (1) receiving and distributing registered mail, (2) maintaining records of the location of SECRET documents, and (3) reception of visitors.)

b. Requirements be established to -

(1) Change Laboratory policies and procedures so as to eliminate to the extent practicable the risks reflected in paragraph 3.

(2) Provide for coordinating security classification actions as well as other security matters with the Laboratory Security Office.

(3) Assure that the Security Office conducts frequent staff assistance visits and spot-checks in staff offices to ascertain whether there are problems involving the application of security instructions.

William G. Florence
WILLIAM G. FLORENCE

2 Attachments
  1-Classification Practices
  2-Draft Agreement

14 December 1971

CLASSIFICATION PRACTICES IN CHARLES STARK DRAPER LABORATORY, M.I.T

Contractual Definitions: SECRET - Information, "the unauthorized disclosure of which could result in serious damage to the Nation...."

CONFIDENTIAL - Information, "the unauthorized disclosure of which could be prejudicial to the defense interests of the Nation."

Contractual Restrictions:

a. The security classification to be applied to information involved in contracts will be supplied (in writing) by the contracting officer or his representative.

b. Matters requiring security classification will be assigned the least restrictive classification consistent with proper safeguarding, since overclassification causes unnecessary operational delays and depreciates the importance of correctly classified matter.

1. Government Security Classification Specifications:

a. With some exceptions, the Government's classification assignments in contractual documents were generally too vague for specific application to information generated by Draper Laboratory. NASA SECRET contract NAS2-5043, for example, provided that security classifications were "to be derived from documents studied." Air Force SECRET contract F29600-69-C-0009, as another example, contained no classification specification.

b. Broad Government security classification guides for entire weapon systems and development programs, such as those for Minuteman and Program 627A, were incorporated by reference in some of the contracts, including Air Force contracts F04701-70-C-0185 and F04701-71-C-0021. These guides raised more questions than they answered about classifying or not classifying information generated under Draper Laboratory contracts.

c. The Government had failed to keep classification specifications up to date with respect to some of the contracts. Examples: NASA SNPC-79; Army DAAJ02-69-C-0038; Navy N00030-68-C-0154; Navy N00030-71-C-0088.

d. Draper Laboratory did not have a program to challenge effectively the Government's failure to provide current, specific, and justifiable security classification specifications for classified contracts. (Occasionally, of course, queries were made on an individual basis. For example, an effort was initiated in September 1971 by Group 23N with a NASA project representative to have unjustifiable classifications eliminated from the NASA Stellar Inertial Measurements Study.)

2. Draper Laboratory Classification Assignments:

a. It was common practice among Laboratory employees to improvise security classifications in the absence of specific Government instructions to classify or not classify information, especially in Groups 22S, 29 and 31.

b. It was clearly evident that the employee-initiated classification assignments were made in good faith, in the belief that they were warranted. But not one of the employees who were interviewed had applied the prescribed standard for classification markings that were used (serious damage to the Nation, and so forth). The classifier's criteria usually reflected personal views regarding the importance of the information, or its newness, or personal impressions as to whether the Government project representative might want a classification.

c. Employee-initiated classifications were frequently assigned to tentative or partial information before reaching the performance capability or other specified information to which the Government classification actually applied. Unnecessary classification of transitory data was explored particularly in Group 33 with a view toward eliminating the practice.

d. The assignment of CONFIDENTIAL to the Deep Submergence Systems Project gyro (Group 28) was another example of the propensity for classification. Information concerning the DSS gyro itself did not require protection in the interest of national defense. Laboratory personnel originally assigned the classification because its performance was similar to another Navy gyro which had the CONFIDENTIAL marking. However, the injection into the DSS project of CONFIDENTIAL information regarding another project constituted no logical basis for saying that the DSS information had changed from UNCLASSIFIED to CONFIDENTIAL. In fact, revelation of information showing the similarity of performance was unnecessary. It was an unauthorized disclosure of CONFIDENTIAL information regarding the other Navy gyro.

e. Employees in various groups, including especially 22S and 29, erroneously believed that reports could not be prepared and distributed as UNCLASSIFIED without first sending them to the contracting department's security review office to get approval for publication. Since such procedure would always involve a delay of several weeks, the employees assigned a security classification to those reports which they wanted to distribute quickly. This practice of assigning unnecessary classifications could be eliminated if the Laboratory used the contractual security-review requirement only for its own proposals to release documents to news media or the general public.

f. Compilations of information were being given employee-initiated security classifications solely because the information had been compiled. Such wasteful and risk-inviting practice violated the basic classification rule in Executive Order 10501, which is made applicable to classified contract relationships by paragraph 2i, DoD Industrial Security Manual. The addition of zero-classification to zero-classification on UNCLASSIFIED items compiled in a single document can never become CONFIDENTIAL, SECRET or TOP SECRET any more than the compilation of UNCLASSIFIED documents in libraries could become classified. Before a compilation of UNCLASSIFIED information could warrant assignment of a classification, an additional ingredient revealing classified information must be included. The employee-initiated classifications also violated the agreed provisions of the Industrial Security Manual, which specifically prohibits such assignments by the Laboratory. Two examples of unauthorized compilation classifications follow:

(1) Report E-2610, "A Test Method for the Verification of the Nuclear Hardness of a Single-Degree-of-Freedom Floated Integrating Gyroscope," October 1971, marked SECRET. This report contains one brief classified item regarding

torque equation in terms of acceleration. That item was marked CONFIDENTIAL, although it quite likely could have been stated in words requiring no classification. There was no other classified information in the report. But it included a statement that the "overall" SECRET classification was assigned "to protect the compilation of information."

(2) Document GY-1000, "Third Generation Gyro Procedures and Specifications," February 1971, marked CONFIDENTIAL. The document contains no classified information. It contains a statement that it was classified "to protect the compilation of information in the complete volume." (The document also had the "espionage marking" to warn that any revelation of the UNCLASSIFIED information to an unauthorized person will subject an individual to prosecution for violating Federal law. Without any criticism of the good intentions of dedicated Laboratory employees, the application of the "espionage marking" to UNCLASSIFIED information is absurd.)

3. Cancellation of Laboratory-Initiated Classifications:

a. Inherent in the assignment of employee-initiated security classification markings on documents is the problem of finding someone in the Government to declassify them at some later time. In the majority of cases, Government representatives will only change or cancel classifications specifically assigned by them. No one wants to evaluate classifications for which he had no responsibility.

b. It would seem that Draper Laboratory has no alternative but to cancel its own employee-initiated classifications. To eliminate or obliterate classification markings which were not assigned by the Government would require no Government approval. The action would not constitute declassification within the meaning of Executive Order 10501 and implementing regulations of the Government. There can be no Government declassification of information which never qualified for classification.

c. Draper-originated documents bearing Draper-originated classification markings could be annotated simply to show that the classification marking was not authorized or had been inadvertently assigned.

William G. Florence

William G. Florence
Security Consultant

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